and Company's plant, it is obvious that the equipment is never in the possession of Company, and thus the provisions of the so-called "lease" relating to exclusive shipper use, etc., are nothing more than a paper form completely lacking in substance.

From the foregoing, it is clear that the Owner-operators assume all the substantial costs of providing a transportation service, including depreciation on their equipment, and that they must meet those costs, plus securing any profit, from the compensation received from Company. That compensation is made in two parts, one for the vehicle and one for the owner-driver's service, but both are based upon, measured by, and limited to one thing—the transportation actually performed.

Looking past the form of the arrangements—"lease agreements" and devices to lend color to asserted "employee" status of equipment owners, such as payment of social security and workmen's compensation —the facts lend themselves to the conclusion that in substance Company receives a complete transportation service from plaintiff Owner-operators. Certainly, it cannot be said that there is no warrant or no rational basis for such a conclusion. Moreover, the facts of the transportation operation as actually conducted lend strong support to the Commission's conclusion.

When an Owner-operator is to transport a load of Company's products, he is instructed as to routes and delivery points, and given a truck bill manifest. He then transports the traffic to destination, picks up a return load, if any, delivers that to Company and goes home. These elements, far from indicating that the transportation operation is that of Company, are but the normal incidents of any contract carrier service dedicated to a particular shipper.

From the evidence it is abundantly clear that plaintiff Owner-operators assume the economic risk of profit or loss to be derived from the transportation operations, thus relieving Company of the principal burden usually associated with the management of an operation. To conclude on these facts that the transportation of Company's products utilizing the equipment and service of plaintiff Owner-operators is transportation for-hire is manifestly a rational exercise of judgment. In consequence, the decision of the Interstate Commerce Commission should not be disturbed by this Court.

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